


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 2	
2. CONTRACT (Proc. Inst. Ident.) NO. EP-C-17-031/68HERC20F0054				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. PR-R5-19-00388	
5. ISSUED BY CODE CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001		6. ADMINISTERED BY (If other than Item 5) CODE					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) TETRA TECH, INC. Attn: John Hochheimer 10306 EATON PL STE 340 FAIRFAX VA 22030				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
CODE 198549560		FACILITY CODE					
11. SHIP TO/MARK FOR CODE R5 Region 5 US Environmental Protection Agency 77 West Jackson Boulevard Chicago IL 60604-3507		12. PAYMENT WILL BE MADE BY CODE RTP FMC RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) ()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$119,873.69	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number 68HERC19R0088, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Andrea Dehne			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY (Signature of person authorized to sign)				BY  (Signature of the Contracting Officer)		ELECTRONIC SIGNATURE 11/21/2019	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-C-17-031/68HERC20F0054	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR

TETRA TECH, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DUNS Number: 198549560 TOCOR: Donna Keclik Max Expire Date: 11/19/2021 Delivery: 11/19/2021 Period of Performance: 11/21/2019 to 11/19/2021</p> <p>Fully Funded Firm Fixed Price Task Order</p> <p>Task Order Issuance Line Item: Technical Support for EPA/ORD Ecological Assessment Programs</p> <p>Accounting Info: 19-E1-05P2-000B06XP1-2505-1905PEX501-002 BFY: 19 Fund: E1 Budget Org: 05P2 Program (PRC): 000B06XP1 Budget (BOC): 2505 DCN - Line ID: 1905PEX501-002 Funding Flag: Complete Funded: \$119,873.69 Delivery-Invoice Payment Schedule shall not exceed a frequency greater than once a month and 90% of the task order price. Acceptance for invoicing is based on deliverable approval by the TOCOR. For efficient processing IAW FAR clause 52.232-32, performance based payment invoicing amounts will not be submitted until the TOCOR provides deliverable approval. The TOCOR will notify Tetra Tech within 14 days of submission of a deliverable of EPAs intention to approve or disapprove. TOCOR: Donna Keclik/(312)886-6766/keclik.donna@epa.gov ALTOCOR: Belinda Montgomery/(312)886-5949/montgomery.belinda@epa.gov v</p>				119,873.69

PERFORMANCE WORK STATEMENT

Tetra Tech, Inc.

Contract EP-C-17-031

PR-R5-19-00388

Task Order 68HERC20F0054 Solicitation 68HERC19R0088

TITLE: Indiana Department of Environmental Management (IDEM) Index of Biotic Integrity (IBI) for Diatom Communities

SHORT TITLE for EAS: IDEM IBI for Diatoms

PERIOD OF PERFORMANCE: Date of award through 24 months following award

Task Order Contracting Officer Representative (TOCOR):

Donna Keclik

U.S. EPA, Region 5

77 W. Jackson Blvd.

Mail Code: (WW-16J)

Chicago, IL. 60604

312-886-6766

keclik.donna@epa.gov

Alternate TOCOR:

Belinda Montgomery

U.S. EPA, Region 5

77 W. Jackson Blvd.

Mail Code: (WW-16J)

Chicago, IL. 60604

312-886-5949

montgomery.belinda@epa.gov

Background

The Indiana Department of Environmental Management (IDEM) collects diatoms with other data (chemical parameters, nutrients, and habitat) to monitor the health of streams and rivers in Indiana. The Indiana Administrative Code [327 IAC 2-1-3] http://www.in.gov/legislative/iac/iac_title?iact=327 Article 2 has narrative biological criteria that states “all waters, except those designated as limited use, will be capable of supporting a well-balanced, warm water aquatic community.” The water quality standard definition of a “well-balanced aquatic community” is “an aquatic community which is diverse in species composition, contains several different trophic levels, and is not composed mainly of strictly pollution tolerant species” [327 IAC 2-1-9]. To measure whether or not the biological community is meeting this definition, IDEM uses an Index of Biotic Integrity (IBI) for fish and macroinvertebrates. IDEM would like a third biological indicator for assessing aquatic life use.

The U.S. Environmental Protection Agency (U.S. EPA) evaluated IDEM’s biological assessment program with the Midwest Biodiversity Institute in January 2014. The review provided

information on the strengths and limitations of the bioassessment program, resource allocation and prioritization for improving the bioassessment program, and integration of biological assessments to more precisely describe aquatic life uses and develop numeric biological criteria.

This project would involve examining the classification basis for IBI metrics (e.g., ecoregions, temperature, and stream size) and calibration of metrics for diatom communities.

Benefits:

The project will enhance the state of Indiana's monitoring strategy by adding another core indicator (diatom community structure) used to assess aquatic life use in:

- IDEM's Integrated Report, thus satisfying 305(b) and 303(d) reporting requirements to U.S. EPA.
- Watershed characterization projects which identify critical areas and chemical/physical stressors to the biological communities.
- Identifying improvements in the biological communities following watershed restoration efforts.

In addition, a diatom IBI will provide a more accurate assessment of ecological effects thus improving IDEM's diagnostic ability to identify causes of degradation in water quality. Diatoms are typically associated with nutrient availability and this assemblage IBI might become useful to evaluate direct biological responses to excessive nutrients.

Scope of Work

The purpose of this project is to use IDEM diatom community data to develop an Index of Biotic Integrity.

The following scope describes the development and calibration of a diatom aquatic life indicator for the state of Indiana streams using the reference condition concept as the basis for defining the natural and stressor gradients. This shall include accounting for natural variability for individual metrics, testing of multiple metrics against the stressor gradient, scoring metrics on a continuous scale, combining all subsets of responsive and non-redundant metrics in index alternatives to be tested for sensitivity, and selection of the most sensitive, comprehensive, and rational index for application in assessment programs. This process shall include empirical analyses and subjective decision points, presented and modified iteratively.

Task 1: Communications and Administration

The contractor shall provide management and administrative support for the project throughout its duration. The contractor shall participate in calls with the U. S. EPA TOCOR to discuss points of contact, roles and responsibilities, Quality Assurance Project Plan (QAPP) protocols, timelines, the schedule of benchmarks, milestones and deliverables, establish dates and times for monthly calls (if necessary) and monthly technical progress reports and general task order administrative and technical information.

Task 2: QAPP

The contractor shall provide a QAPP that fully addresses the use of secondary data for purposes of this task order. The process for the QAPP development and review is:

- Within 15 business days after task order award, the Contractor shall submit for U.S. EPA review a draft QAPP documenting how quality assurance (QA) and quality control (QC) will be applied to the compilation, evaluation, analysis and use of environmental data.
- U.S. EPA will review the draft QAPP, and provide the Contractor with written approval or written comments within 5 business days after receipt of draft QAPP.
- The Contractor shall submit a final QAPP within 5 business days of receipt of the written comments on the draft QAPP, unless otherwise instructed by the U. S. EPA TOCOR.

QAPP Requirements

The QAPP will be consistent with the use of secondary data. No new data shall be generated for this project. The QAPP shall provide enough detail to clearly describe objectives of the project supported by the task order, the type of data to be compiled or used under this task order to support the project objectives; the quality objectives needed to ensure that the data support the project objectives; and the quality assurance (QA) and quality control (QC) activities to be performed to ensure that any results obtained are documented and are of the type, quality, transparency, and reproducibility needed.

All major deliverables (e.g., Draft and Final Reports) produced by the contractor under this Task Order must include a discussion of any QA/QC that arose during the data compilation and assemblage process.

The contractor shall immediately notify the U.S. EPA TOCOR of any QA problems encountered that may impact the performance of this Task Order, with recommendations for corrective action.

Task 3: Data Transfer, QC, and Organization

This step involves the transfer of biological, chemical, and habitat information from the IDEM Assessment Information Management System (AIMS) to the Contractor who shall conduct basic QA/QC of the data (i.e., checking for values, locations out of range). IDEM will provide diatom data from samples collected between 2010 and 2017 and including diatom taxonomic identifications that are recognized by the Diatoms of the United States website. The Contractor shall reformat the data as needed to allow analysis of site, sample, and environmental data as well as calculation of community metrics that could be used in index development. The Contractor shall associate diatom taxa observed in state of Indiana with national databases of diatom traits. The traits will be used in the database to calculate community metrics. The Contractor shall also receive land use data for historical sites for the development of IBI metrics.

Task 4: Develop a regionalization and classification scheme for Index of Biotic Integrity for diatoms

To begin development of the IBI for diatoms, the Contractor in consultation with IDEM will shall determine regionalization and classification scheme (ecoregion, watershed, temperature, stream size) for diatoms based on IDEM's available data (between 2010 and 2017).

Classification will include assignment of site disturbance categories based on previous analysis for macroinvertebrate index development. Following this step, the Contractor shall calibrate the IBI model for diatoms.

The Contractor shall identify sites condition along a human disturbance gradient. The Contractor shall also provide analysis and justification for regionalization/classification scheme, through analysis of biological data in relation to natural characteristics of the sample site.

Task 5: Calculate diatom metrics and test for sensitivity to disturbance

The Contractor shall develop database queries for calculating community metrics based on sample characteristics and taxon traits. The Contractor shall test metric responsiveness along the disturbance gradient and within site classes defined in Task 4. This will be the basis of metric selection for the index.

The Contractor shall provide results of sensitivity tests for diatom metrics along the human disturbance gradient and within site classes.

Task 6: Index compilation and testing

The Contractor shall combine diatom metrics that are responsive to the human disturbance gradient, represent different aspects of diatom sensitivity, which are not redundant, and can be explained in terms of response mechanisms in relation to stream stressors. The metrics will be scored on a common scale prior to combination so that each metric is weighted equally in the index. Several index options will be presented for review so that EPA and IDEM can review and approve the final index composition. It is possible that multiple indices will be formulated by site class.

The Contractor shall provide results of index compilation and testing. The index will be finalized after review and approval options by EPA and IDEM, due 15 months after Task Order award.

Task 7: Project reporting

The Contractor shall provide Draft and Final reports, MSWord 2010 that include project background, methods, results and conclusions. In addition, the Contractor shall provide recommendations on future steps to maintain the quality of the IBI model. The Final report will include review comments from EPA and IDEM on the Draft report.

The Contractor shall provide a draft report with structure and format as acceptable to the EPA. The Final report shall be delivered after the Contractor incorporates the review comments from EPA and IDEM. The draft report is due 20 months after award and the final report is due 24 months after award.

Deliverables and Schedule

Task No.	Deliverable	Schedule
1	Progress Reports Other Communication	Due Monthly Due upon request by the TOCOR
2	Draft QAPP	Due 15 business days after award of Task Order
2	Final QAPP	Due 5 business days of receipt of the written comments on the draft QAPP
3	Data Transfer, QC, and Organization	Due 2 month after award
4	Develop a regionalization and classification scheme for Index of Biotic Integrity for diatoms	Final Due for task 4 months after approval of QAPP
5	Calculate diatom metrics and test for sensitivity to disturbance	Due 12 months after Task Order award
6	Index compilation and testing	Due 15 months after Task Order award
7	Draft Recommendations and reporting	Due 20 months after Task Order award
7	Final Recommendations and reporting	Due 24 months after Task Order award

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TETRA TECH, INC. Attn: John Hochheimer 10306 EATON PL STE 340 FAIRFAX VA 22030		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 198549560		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-17-031 68HERC20F0054	
				10B. DATED (SEE ITEM 13) 11/21/2019	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 198549560 TOCOR: Donna Keclik Max Expire Date: 11/19/2021 The purpose of this modification is to incorporate the attached EPA blanket administrative modification signed by Raoul Scott on July 30, 2020. All other terms and conditions remain unchanged. Payment: Period of Performance: 11/21/2019 to 11/19/2021 Delivery-Invoice Payment Schedule shall not exceed a frequency greater than once a month and 90% of the task order price. Acceptance for invoicing is based on deliverable approval by the TOCOR. For efficient processing IAW FAR clause 52.232-32, performance based payment invoicing amounts will not be submitted until the TOCOR provides deliverable approval. The Continued ... Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Andrea Dehne		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				ELECTRONIC SIGNATURE	
				16C. DATE SIGNED	
				10/13/2020	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	EP-C-17-031/68HERC20F0054/P00001	2	2

NAME OF OFFEROR OR CONTRACTOR

TETRA TECH, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>TOCOR will notify Tetra Tech within 14 days of submission of a deliverable of EPAs intention to approve or disapprove.</p> <p>TOCOR: Donna Keclik/ (312) 886-6766/keclik.donna@epa.gov ALTOCOR: Belinda Montgomery/ (312) 886-5949/montgomery.belinda@epa.gov v</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE	OF	PAGES
2. AMENDMENT/MODIFICATION NUMBER		3. EFFECTIVE DATE 08/13/2020	4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)		
6. ISSUED BY Raoul D. Scott, Director OMS/ARM/OAS/Policy, Training and Oversight Division US Environmental Protection Agency, Mail Code 3802R 1200 Pennsylvania Avenue, NW Washington, DC 20004		CODE	7. ADMINISTERED BY (If other than Item 6)		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) To All EPA Contractors			<input checked="" type="checkbox"/> (X)		9A. AMENDMENT OF SOLICITATION NUMBER		
			<input type="checkbox"/>		9B. DATED (SEE ITEM 11)		
			<input checked="" type="checkbox"/> (X)		10A. MODIFICATION OF CONTRACT/ORDER NUMBER To all EPA Contracts and Orders		
			<input type="checkbox"/>		10B. DATED (SEE ITEM 13)		
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/> (X)	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This contract/order is being modified in accordance with the applicability instructions in interim FAR Case 2019-009, and FAR 4.2105, requiring contracting officers to include FAR clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

See attached for the full text version of FAR 52.204-25. Contractor Acknowledgment of receipt required.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Raoul D. Scott, Director Policy, Training and Oversight Division	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA RAOUL SCOTT Digitally signed by RAOUL SCOTT Date: 2020.07.30 11:40:17 -04'00'	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(b) and in the applicability instructions in interim FAR Case 2019-009, insert the following clause:

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)